



September 29, 2015


The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 September 29, 2015


PATRICK OZAWA
ACTING EXECUTIVE OFFICER

**AMENDMENT 6 TO CONTRACT 77736 FOR
ARMED SECURITY SERVICES
(SUPERVISORIAL DISTRICTS 3 AND 4)
(3 VOTES)**

SUBJECT

This action is to authorize an increase to the annual contract amount for armed security guard services for the Department of Beaches and Harbors to cover required additional security services at existing and new service areas for the remainder of this first option year at the pro-rated amount of \$56,201 and, if either or both exercised, an additional \$115,000 for the second option year and \$57,500 for the six month-to-month optional extension period.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that armed security guard services continue to be performed more economically by Securitas Security Services USA, Inc. than by County employees.
2. Approve an increase of \$56,201 in the annual contract amount of \$297,512, for a total aggregate amount of \$353,713, for this first option year and, if exercised, an additional \$115,000 for the second option year and \$57,500 for the total six month-to-month optional extension period for additional security services at existing and new locations.
3. Delegate authority to the Director of Beaches and Harbors to execute Amendment 6 to Contract Number 77736 with Securitas Security Services USA, Inc. to effect the increase in the contract amount and scope of services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 21, 2012, your Board awarded a contract for armed security guard services to Securitas Security Services USA, Inc. (Securitas). The contract was awarded for three years, with two one-year extension options and an additional six month-to-month extensions, in an annual amount not to exceed \$297,512. Your Board also provided the Director of the Department of Beaches and Harbors (Department) delegated authority to increase the annual contract amount by 10% (\$29,751) during each contract year for additional, unforeseen services within the scope of the contract.

Additional patrol hours are required at two existing service areas, Isidore B. Dockweiler Recreation Vehicle (RV) Park and Burton Chace Park, and armed security guard services are required at new service areas, including a Department office in Marina del Rey utilized by the Department's parking contractor and at the White Point/Royal Palms Beach parking lot. The recommended amendment increases the annual contract amount by \$56,201 for the remainder of this first option year and, if exercised, an additional \$115,000 for the second option year of the contract and \$57,500 for the total six month-to-month optional extension period.

The requested increase in the annual aggregate contract amount will allow the Department to continue to safeguard County assets and protect persons and property at County facilities.

Implementation of Strategic Plan Goals

This action supports and furthers the Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1), by enabling the Department to provide armed security guard services to continue to safeguard persons and County public property.

FISCAL IMPACT/FINANCING

This action increases the annual compensation for the armed security guard services contract from \$297,512 to \$353,713 for the remainder of the first option year and, if exercised, an additional \$115,000 for the second option year and \$57,500 for the total six month-to-month optional extension period.

Operating Budget Impact

Additional appropriation has been requested in the Department's Fiscal Year 2015-16 Supplemental Budget to fund the costs of this service. Notwithstanding, the additional services will be funded from the Department's Operating Budget within budgetary resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A contract amendment substantially similar to Attachment A will be executed with Securitas upon your Board's approval of this action.

The Department has evaluated and determined that the contractor continues to fully comply with the requirements of the Living Wage Program (County Code Chapter 2.201) and has agreed to pay all employees providing these County services a Living Wage.

The Department, using a methodology approved by the Auditor Controller, has recalculated the cost-effectiveness of contracting for these services and has determined that these services continue to be more economically performed by an independent contractor than by County employees. The annual savings from using Securitas's services rather than County staff is estimated to be approximately \$309,414 as detailed in Attachment B.

Securitas is in compliance with all Board, Chief Executive Office and County Counsel requirements. The amendment has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of Amendment 6 for the armed security guard services contract will allow the Department to enhance public safety by providing the funding needed for additional security services felt to be necessary.

CONCLUSION

Authorize the Executive Officer of the Board to send two adopted copies of this letter to the Department of Beaches and Harbors. Please feel free to contact Nicolette Taylor, Contracts and Grants Manager, Contracts Unit, at (310) 577-5736 or NTaylor@bh.lacounty.gov, to discuss any questions or concerns.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'G. Jones', with a stylized, looping initial 'G'.

GARY JONES

Director

GJ:MT:nt

Enclosures

c: Interim Chief Executive Officer
Interim County Counsel
Acting Executive Officer, Board of Supervisors

AMENDMENT 6 TO CONTRACT NO. 77736

THIS AMENDMENT 6 is made and entered into this ____ day of _____, 2015, by and between the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as COUNTY), and SECURITAS SECURITY SERVICES USA, INC. (hereinafter referred to as CONTRACTOR).

RECITALS:

WHEREAS, Contract No. 77736 ("Contract") was entered into between the COUNTY and CONTRACTOR on April 1, 2012 for the provision of armed security guard services for the Department of Beaches and Harbors for an initial period of three years, commencing April 1, 2012 through March 31, 2015, with two one-year renewal options and an additional six month-to-month renewal options; and

WHEREAS, the Director of Beaches and Harbors is authorized to increase the contract amount by up to 10% in any year of the Contract to pay for any additional or unforeseen service within the scope of the Contract; and

WHEREAS, the COUNTY and the CONTRACTOR have renewed the Contract for the first option year, from April 1, 2015 through March 31, 2016; and

WHEREAS, Section 2.0 of the Statement of Work (Attachment B to the Contract) provides that the Department reserves the right to add/delete specific tasks, facilities and/or work hours throughout the term of this Contract and otherwise amend and modify the Scope of Work in accordance with the Department's needs; and

WHEREAS, the COUNTY has required additional patrol hours at existing service areas, including the Dockweiler Recreational Vehicle Park (RV Park) and Burton Chace Park, and additional services at two locations not identified in the Contract, including the office occupied by the Department's parking contractor located at 14110 Palawan Way, Marina del Rey, California 90292 and the parking lot at White Point/Royal Palms Beach located at 1900 South Paseo del Mar, San Pedro, California 90732; and

WHEREAS, the COUNTY requires CONTRACTOR to continue to provide these additional services at the existing and new service areas for the remainder of this first option year of the Contract, through March 31, 2016, and if extended, the second option year and six month-to-month extension period; and

WHEREAS, the CONTRACTOR has agreed to provide these additional services and otherwise continue to provide all services under the Contract's existing terms and conditions as amended by this AMENDMENT 6.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and conditions set forth herein, the COUNTY and the CONTRACTOR agree that Contract No. 77736 between them shall be amended as follows:

1. Paragraph 1.4.1 is amended to increase this Contract's aggregate annual compensation by \$56,201 from \$297,512 to \$353,713, effective through the remainder of this first option year and, if exercised, from \$297,512 to \$412,512 for the second option year of the Contract and from \$148,756 to \$206,256 for the total six month-to-month extension period.
2. Statement of Work, Section 9.1 is deleted in its entirety and replaced with the following:

9.1 Patrol Hours and Staffing

- Area 1, Dockweiler – The Contractor shall assign two security guards to Area 1 and adjacent facilities from 8:00 p.m. to 6:00 a.m.
 - Area 1.1, Dockweiler RV Park Office and its immediate vicinity – The Contractor shall assign one security guard from 5:00 p.m. to 8:00 p.m., seven days prior to the ending of Daylight Saving Time through seven days prior to the start of Daylight Saving Time. January will only require three days of coverage, January 1st to January 3rd, due to the closure of the Dockweiler RV Park.
- Area 2, Dockweiler Youth Center – The Contractor shall assign one security guard to Area 2 from 9:00 p.m. to 5:00 a.m.

- Area 3, Burton Chace Park, Marina del Rey – The Contractor shall assign one guard to Area 3 from 7:30 p.m. to 6:30 a.m. to patrol Burton Chace Park and its immediate vicinity while also conducting patrols at all locations as outlined in Statement of Work, Section 10.1.3, Area 3, as amended and included in the Statement of Work, Section 10.1.3, Area 3, below; and one guard from 10:00 p.m. to 6:00 a.m. to patrol Burton Chace Park and its Guest Docks and log docking activity during the entire shift.
- Area 4, Palawan Way Office, Marina del Rey – The Contractor shall assign one security guard to Area 4 from 6:00 p.m. to 6:00 a.m., summer weekends and holidays, commencing the Friday of Memorial Day Weekend and ending Tuesday, the day after Labor Day.
- Area 5, White Point/Royal Palms Beach Parking Lot – The Contractor shall assign one security guard to Area 5 from 8:00 p.m. to 1:00 a.m.

The hours stated above are seven days a week (unless stated otherwise), including holidays, and any other such hours as the Director may designate.

3. Statement of Work, Section 10.0, Scope of Work and Duties is amended to include the following:

10.1.3, Area 3

b. Burton Chace Park/Guest Docks

- Document boaters arriving at transient docks after 8:00 p.m., including CF or documentation number, boat name or brief description of vessel and operator's full name;
- Direct customers to register and pay fees with the Chace Park office between the hours of 8:00 a.m. and 10:00 a.m. of the following day;
- Provide boaters with gate and restroom entry key code;
- Regularly monitor boater restrooms for unauthorized persons and vandalism.

10.1.4, Area 4, Marina del Rey/Palawan Office

- Arrive at the security post no later than 6:00 p.m.;
- Leave the security post no ~~later~~ earlier than 6:00 a.m.; and
- Ensure that only authorized personnel have access to the Palawan Office.

10.1.5, Area 5, White Point/Royal Palms Beach Parking Lot

- Arrive at the security post no later than 8:00 p.m.;
- Leave the security post no later earlier than 1:00 a.m.;
- Ensure County property is protected from vandalism;
- Ensure patrons are not entering premises after dusk; and
- Report damage and vandalism of County property to Code Enforcement Supervisor.

4. Statement of Work, Section 12.1, Special Events is deleted in its entirety and replaced with the following:

The Contractor shall provide armed security guard services and, if needed, crowd control services for special events and programs on any day of the week at any time of day when requested by the Director at least seven working days prior to each such event. If possible, the Contractor shall cover such events by rescheduling employees to avoid incurring additional labor costs.

5. Except as modified by this AMENDMENT 6, all other terms, conditions, requirements, specifications, and prices of the Contract shall remain in full force and effect.

6. In the event of any conflict between the Contract and this AMENDMENT 6, the terms of this AMENDMENT shall control.

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IN WITNESS WHEREOF, the COUNTY has caused this AMENDMENT 6 to be subscribed by the Director of Beaches and Harbors and the CONTRACTOR by its duly authorized officer, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director, Beaches and Harbors

SECURITAS SECURITY SERVICES USA, INC.

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By _____
Deputy

**Department of Beaches and Harbors
Armed Security Guard Services Contract
Estimated Net Savings From Contracting**

County Cost Analysis		
Cost Items	Security Officer, Sheriff 2828A	Totals
Top Step Salary (monthly) ¹	\$ 3,715	
Required Service Level - actual avoidable positions ²	11	11
Annual Salary Cost	\$ 490,380	\$ 490,380
Adjustment for top step salaries variance at 93.0413% ³	\$ (34,124)	\$ (34,124)
Estimated actual avoidable salaries	\$ 456,256	\$ 456,256
Add: Related employee benefits at 58.229% ³	\$ 265,673	\$ 265,673
Estimated actual avoidable annual direct labor cost ⁴	\$ 721,929	\$ 721,929
Add: Other Avoidable Costs (i.e. supplies) ⁵		\$ -
Estimated Actual Avoidable Cost		\$ 721,929
Less: Contract Cost ⁶		\$ (412,515)
Net Savings from Contracting		\$ 309,414

Notes:

(1) Per Department of Human Resources Class Specifications as of April 1, 2015.

(2) The number of County avoidable positions is based on the required annual security hours of 19,737 (which includes the 14,235 annual hours in the original contract and the additional 5,502 annual hours in Amendment 6) divided by the annual Productive Work Hours of 1,761, as provided by the the Auditor-Controller, Cost Accounting Division.

(3) FY15-16 rate provided by the A-C Cost Accounting Division on July 6, 2015.

(4) No departmental indirect costs are avoidable.

(5) Not estimated at this time.